## EXHIBIT 24

Page 1

## IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In Re: : Chapter 11

: Case No.

W.R. GRACE & CO., et al, : 01-01139 JKF

: (Jointly

Debtors : Administered)

Friday, May 1, 2009

Oral deposition of PETER VAN

N. LOCKWOOD, ESQUIRE, taken pursuant to

notice, was held at the offices of CAPLIN

& DRYSDALE, One Thomas Circle N.W., Suite

1100, Washington, DC 20005, commencing

at 9:43 a.m., on the above date, before

Lori A. Zabielski, a Registered

Professional Reporter and Notary Public

in and for the Commonwealth of

Pennsylvania.

MAGNA LEGAL SERVICES
Seven Penn Center
1635 Market Street
8th Floor
Philadelphia, Pennsylvania 19103

4 (Pages 10 to 13)

		Page 10		Page 12
1	EXHIBITS (continued)		1	있는 경우 하는 사람들이 있는 것이다. 그는 사람들이 보고 있는 것이다. 
2			2	(It is hereby stipulated and)
3	NO. DESCRIPTION PAGE		3	agreed by and among counsel for
4 .5	6 Exhibit-19 to Exhibit Book 83 7 Settlement Agreement		4	(the respective parties that the
	* CONFIDENTIAL * 144		5	filing, sealing and certification
6			6	of the deposition are waived; and)
7	8 Complaint for Declaration of the Relief 175		7	(that all objections, except as to)
8	the Relief 175 9 Diagram 175		8	the form of the question, will be
9	10 Exhibit-2 to Exhibit Book 196		9	reserved until the time of trial.)
10	11 Exhibit-4 to Exhibit Book 224		10	
11 12	12 Exhibit-10 to Exhibit Book 260		11	PETER VANN LOCKWOOD.
12	13 Travelers Casualty and Surety Company's Notice of Deposition		12	ESQUIRE, after having been first
13	to the Official Committee of		13	duly sworn, was examined and
	Asbestos Personal Injury		14	testified as follows
14 15	Claimants 267 14 Debtors' Disclosure 280		15	
16	15 Documents bearing Bates stamps		16	JEXAMIN/AUTON)
	TRAVAS0000019 through 141		17	
17	* CONFIDENTIAL * 289		18	(ACC 30(b)(6)-1 and 2
18 19	16 Notice of Service of Discovery 324		19	premarked for identification.)
	• • •		20	• • • • · · · · · · · · · · · · · · · ·
20			21	BY MR. BROWN
21 22	• • • • • • • • • • • • • • • • • • • •		22	Q) Good morning, Mr. Lockwood,
23			23	A) (Good morning, Mr. Brown.)
24			24	Q. You are appearing here today
		Page 11		Page 1
1			1	as the Rule 30(b)(6) designee for the
2	DEPOSITION SUPPORT INDEX		2	ACC, correct?
3	• • •		3	A. (Correct.)
4		•	4	Q. And that is with respect to
5	Direction to Witness Not to Answer:		5	a number of 30(b)(6) notices, correct?)
6	Page Line Page Line		6	A) A very large number, yes
7	NONE		7	Q. Can you look at the one
8			8	that's been put before you and marked ACC
9	Demonstration Designation of the con-		9	Rule 30(b)(6)-1, which I will call ACC-1
10 11	Request for Production of Documents:		10	here after.
12	Page Line Page Line NONE		11	A. I have it.
13	110110		12	Q. Can you identify it?
14			13	A. It is an Amended Notice of
15	Stipulations:		14	Deposition of Asbestos PI Committee
16	Page Line Page Line		15	Pursuant to Rule 30(b)(6) served by four
17	12 02		16	insurance companies, One Beacon, Seaton,
18			17	Geico, and Columbia. And it contains an
19			18	attachment with definitions and topics
20	Area(s) Marked Confidential:		19	which are the subject matter of
21	Page Line Page Line		20	testimony.
	152 01 through 168 03		21	Q. Okay. And can you look at
22			22	the document that I put before you that's
	292 01 through 311 14			
22 23 24	292 01 through 311 14		23 24	marked ACC-2. A. I have it.

5 (Pages 14 to 17)

	and the second s		5 (Pages 14 to 1	<u>/)                                    </u>
	Page 14		Page 1	6
1	Q. And identify that document,	1	(Q) Have you ever seen this	
2	please.	2	document before?	
3	A. That document is the	3	A) Frankly I am not sure	
4	Objections of the Official Committee of	4	Q. Okay.	
. 5	Asbestos Personal Injury Claimants to	5	Al (I may have, I may not have)	1
6	Rule 30(b)(6) Notices of Deposition	6	(Q) All right. Why don't you go	
7	served by Certain Plan Objectors.	7	to the back of the document, starting	
8	Q) Okay. And is it correct	8	with page 93	1
9	that you are here today prepared to	9	A) Page 9 or page 87	
10	testify about the topics that are listed	10	Q. Lam sorry. Page 8.	
11	in ACC-1 subject to the objections that	11	A) (I am there)	
12	appear in ACC-27	12	Q. Can you identify that	_
13	A. The answer to that question	13	document?	
14	is yes, subject to the following caveats:	14	A. (It appears to be a copy of a	
15	To the extent that the topics in this	15	Term Sheet for the Resolution of Asbestos	
16	notice or any of the other notices are	16	Personal Injury Claims entered into by a	
17	subjects that the ACC has a person with	17	variety of parties, including the ACC.	
18	knowledge on. I am here to testify about	18	Q. Okay. Have you seen the	. :
19	it. To the extent that the ACC doesn't	19	Term Sheet, either this Term Sheet or	
20	have a person with knowledge on certain	20	some iteration of it previously?	
21 22	topics, then I am here to testify that	21 22	A. (I have seen the original of)	.
23	the ACC doesn't have knowledge on those topics.	23		
24.	Q. Okay. And —	24	Q. Okay: Can you take a look at what you have before you and tell me	
		<del></del>		
	Page 15	١.	Page	1/
1	A. And to the extent that	1	whether it differs in any way from the	
2	occurs, we will see how it occurs in the	2	original?	.
3	course of the questions.	3	MR. FINCH: Objection.	
4	Q. Okay, And then you	4	THE WITNESS: On the face of	
5	mentioned ACC and a person with the ACC.	5	it, it does not appear to	
7	(Howare you using the term) ("ACC"?)	7	different. I mean, obviously, a comparison of the original and	
8	A) (I am using it as the entity)	8	this copy would be the definitive	
9	that was appointed in the bankruptcy case	9	way of determining whether there	
10	by the U.S. Trustee.	10	is a difference, but this looks to	
11	MR. BROWN: ACC-3.	11	be the same, as best I can recall)	
12	(ACC 30(b)(6)-3 marked for	12	BY MR BROWN	
13	(ACC 30(b)(6)-3 marked for identification at this time.)	12 13	BY MR BROWN:  O Okay, And this document was	
	(ACC 30(b)(6)-3 marked for identification at this time.) BY MR, BROWN:		Q. Okay, And this document was	
13	identification at this time.)	13		
13 14 15 16	identification at this time.) BY MR, BROWN:	13 14 15 16	Q. Okay. And this document was negotiated by the parties that executed	
13 14 15 16 17	identification at this time.) BY MR. BROWN? Q. Okay. Mr. Lockwood, you now	13 14 15 16 17	Q. Okay. And this document was negotiated by the parties that executed it, is that correct, or their counsel?	
13 14 15 16 17 18	identification at this time.)  BY MR, BROWN?  Q. Okay. Mr. Lockwood, you now have before you a document that should have two exhibit labels on it. One is an Exhibit-12 from the deposition of	13 14 15 16 17 18	Q. Okay. And this document was negotiated by the parties that executed it, is that correct, or their counsel?  (A) Broadly speaking, yes. It mean, negotiated implies human beings in a room or in some communication, and	
13 14 15 16 17 18 19	identification at this time.)  BY MR, BROWN:  Q. Okay. Mr. Lockwood, you now have before you a document that should have two exhibit labels on it. One is an Exhibit-12 from the deposition of Mr. Finke, and the other is ACC-3.	13 14 15 16 17 18 19		
13 14 15 16 17 18 19 20	identification at this time.) BY MR, BROWN: Q. Okay. Mr. Lockwood, you now have before you a document that should have two exhibit labels on it. One is an Exhibit-12 from the deposition of Mr. Finke, and the other is ACC-3.  Could you identify the	13 14 15 16 17 18 19 20	Q. Okay. And this document was negotiated by the parties that executed it, is that correct, or their counsel?  (A) Broadly speaking, yes. It mean, negotiated implies human beings in a room or in some communication, and	
13 14 15 16 17 18 19 20 21	identification at this time.)  BY MR, BROWN:  Q. Okay, Mr. Lockwood, you now have before you a document that should have two exhibit labels on it. One is an Exhibit-12 from the deposition of Mr. Finke, and the other is ACC-3.  Could you identify the document that has been marked as ACC-3?	13 14 15 16 17 18 19 20 21	Q. Okay. And this document was negotiated by the parties that executed it, is that correct, or their counsel?  A. Broadly speaking, yes. It mean, negotiated implies human beings in a room or in some communication, and these are all entities. So various	
13 14 15 16 17 18 19 20 21 22	identification at this time.) BY MR. BROWN? Q. Okay. Mr. Lockwood, you now have before you a document that should have two exhibit labels on it. One is an Exhibit-12 from the deposition of Mr. Finke, and the other is ACC-3.  Could you identify the document that has been marked as ACC-3? A. It appears to be a Form 8-K.	13 14 15 16 17 18 19 20 21 22	Q. Okay. And this document was negotiated by the parties that executed it, is that correct, or their counsel?  (A. Broadly speaking, yes. I) mean, negotiated implies human beings in a room or in some communication, and these are all entities. So various representatives of the entities that are listed here in negotiated this document on behalf of their respective principals.	
13 14 15 16 17 18 19 20 21 22 23	identification at this time.)  BY MR, BROWN:  Q. Okay. Mr. Lockwood, you now have before you a document that should have two exhibit labels on it. One is an Exhibit-12 from the deposition of Mr. Finke, and the other is ACC-3.  Could you identify the document that has been marked as ACC-3?  A. It appears to be a Form 8-K file by W.R. Grace & Company dated April	13 14 15 16 17 18 19 21 22 23	Q. Okay. And this document was negotiated by the parties that executed it, is that correct, or their counsel?  (A. Broadly speaking, yes. I) mean, negotiated implies human beings in a room or in some communication, and these are all entities. So various representatives of the entities that are listed here in negotiated this document on behalf of their respective principals.	
13 14 15 16 17 18 19 20 21 22	identification at this time.) BY MR. BROWN? Q. Okay. Mr. Lockwood, you now have before you a document that should have two exhibit labels on it. One is an Exhibit-12 from the deposition of Mr. Finke, and the other is ACC-3.  Could you identify the document that has been marked as ACC-3? A. It appears to be a Form 8-K.	13 14 15 16 17 18 19 20 21 22	Okay. And this document was negotiated by the parties that executed it, is that correct, or their counsel?  (A) Broadly speaking, yes. I mean, negotiated implies human beings in a room or in some communication, and these are all entities. So various representatives of the entities that are listed here in negotiated this document on behalf of their respective principals.	

6 (Pages 18 to 21)

Γ			6 (Pages 18 to 21)
	Page 18		Page 20
1	inaccurate?	1	5, there is a sentence that begins,
2	MR. FINCH: Object to form.	2	"Provided however"?
3	THE WITNESS: To answer that	3	A. Yes.
4	question, I would have to read	4	Q. Do you know to what that
5	every word in the Term Sheet and	5	refers?
6	determine whether or not there are	6	MR. FINCH: Objection. I
7	statements in here which are	7	caution the witness not to reveal
8	contained facts which might be	8	any privileged communications. If
9	erroneously stated. I am not sure	9	you can answer the question
10	that there are any such things.	10	without divulging privileged
11	BY MR. BROWN	11	information, you can do so.
12	Q? Take a moment to review it.	12	MS. HARDING: And I am going
13	if you would: It's not that long.	13	to object also as to privilege as
14	A) Well, I have read it. As	14	to the relevancy of negotiations,
μ5	far as I can tell, it is accurate in the	15	and I believe that well
16	sense that it states the terms of an	16	okay.
17	agreement, and those are the terms of the	17	THE WITNESS: I am trying to
18	agreement. It doesn't purport to recite	18	remember what this phrase referred
19	facts	19	to at the time this Term Sheet was
20	Q. Okay. Look at the first	20	entered into. As best I can
21	sentence. There is a reference there to	21	recall, at the time of the Term
22	certain of the principal terms and	22	Sheet, the concept that was
23	conditions.	23	reflected by this language was
24	Do you see that?	24	that what was going to be
	Page 19	<b>†</b>	Page 21
,	· —	١.	
1	A) [do]	1	transferred to the Trust was
2	Q) Were there other principal	2	coverage for asbestos personal
3	terms and conditions that were left off	3	injury claims, and to the extent
4	the Term Sheet?	4	that there was coverage that
5	A. I don't believe there were	5	didn't that somehow or another
6	that had been negotiated, agreed on	6	didn't cover asbestos personal
7	It is common that a Term	7	injury claims, like, for example,
8	Sheet is subject to a definitive	8	workers' compensation insurance,
9	agreement. And in a complicated)	9	that wouldn't be transferred to
10	bankruptcy case, involving a complicated	10	the Trust.
11	settlement it would be my understanding	11	But since this Term Sheet
12	and I believe the understanding of	12	was superseded by the Plan
13	everybody else that was involved in this	13	ultimately, I am not sure exactly
14	that this Term Sheet would only purport	14	what the significance of this
15	to set out certain of the most - what	15	particular term at this time is.
16	the parties consider to be the most	16	BY MR. BROWN:
17	important terms, and other terms would	17	Q. Okay. Well, putting aside
18	remain to be negotiated as part of the	18	workers' compensation coverage, is there
19	drafting of either the definitive Plan or	19	any other coverage that you are aware of
20	a more definitive settlement agreement or	20	that Grace has under the policies that
21	whatever document would be required to	21	are being transferred to the Asbestos PI
22	flesh out the details.	22	Trust?
23	Q. Okay. Can you turn to page	23	MR. FINCH: Objection to the
24	9, and you will see under the Romanette	24	form.

7 (Pages 22 to 25)

		4.4	/ (Pages 22 to 25)
	Page 22		Page 24
1	THE WITNESS: The answer to	1	Trying to answer a question
2	that is certainly, yes.	2	from memory that's as broad and all
3	I mean, for example, Grace	3	encompassing as that, I think frankly is
4	has insurance beginning in I	4	virtually impossible, and I don't think I
5	don't know 1986 or so that	5	can do it any better than I just did.
6	contains asbestos exclusions,	6	MR. BROWN: Okay. And just
7	running up through today, and none	7	so everyone knows how we are going
8	of that insurance is being	8	to be handling the question
9	transferred to the Trust because	9	regarding Plan documents, we are
10	it doesn't provide any coverage	10	going to mark certain Plan
11	for asbestos personal injury	11	exhibits as separate exhibits in
12	claims.	12	the deposition.
13	BY MR. BROWN:	13	Mr. Lockwood has a
14	Q. What if we limited it to	14	separately tabbed collection of
15	asbestos insurance rights? In other	15	all the Plan documents. He wants
16	words, the policies — the asbestos	16	to work off of that. I have no
17	insurance rights are being transferred to	17.	problem with that. But, for
18	the Trust by Grace, correct?	18	purposes of the record, it will be
19	A. Well, you are using a term	19	the individual Plan documents that
20	that is a term that is defined in the	20	we are referring to.
21	Plan, and as defined in the Plan, the	21	THE WITNESS: For purposes
22	asbestos insurance rights under the terms	22	of the record, what I have in
23	of the Plan and the Insurance Transfer	23	front of me is the printed book
24	Agreement are being transferred to the	24	called Exhibit Book to First
	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TO THE PERSON NAMED IN COLUMN T	+	
	Page 23		Page 25
1	Trust.	1	Amended Joint Plan of
2	Q. Okay. And does that include	.2	Reorganization and Disclosure
3	all the coverages under the policies that	3	Statement as of February 27, 2009,
4	are covered by that term?	4	which is the document that was
5	A. I have no idea, because	5	distributed to people to vote on
6	asbestos insurance rights are not	6	the Plan. And the only - there
7	asbestos insurance policies, and I have	7	are no markings or anything in it.
8	not undertaken to examine each and every	8	What I have had done is, so
9	policy that does or might provide	9	that I could have ready access to
10 11	coverage for asbestos personal injury	10	
12	claims to determine whether or not there	12	exhibits in this book, and I have
13	is some coverage under that policy that	13	
14	doesn't and that might not be transferred.	14	on the first page of each separate
15		15	exhibit, so that if somebody wants
16	As a general proposition, my recollection is that the Plan is pretty	16	Company of the Compan
17	specific about what's being transferred	17	
18	and what's not.	18	through hundreds of pages of
19		19	
20	There is an Exhibit-5, for	μ9 20	
21	example, that lists various categories of		
22	policies and settlement agreements and	21	C B B
23	things of that nature. There is the	22	
	Insurance Transfer Agreement; there are	23	
24	schedules of insurance rights.	24	that marked as ACC-4.

12 (Pages 42 to 45)

1	Page 4:	2		Page 44
١.,			BY MR. BROWN:	
1	I just don't remember for	1		
2	sure whether they were involved in	2	Q) Let me, Mr. Lockwood,	
3	the first Plan or whether they got	3	you back to ACC-2, which was t	
4	involved between the first Plan	4	objection, and direct your attent	ion)
5	and this Plan. I think they were	5	specifically to paragraph 3.	
6	involved in the first Plan.	6	(A) (I see it)	
7	BY MR. BROWN:	7	MR. BROWN: Okay. Th	
8	Q. Okay. Would your answer be	8	more directed to Nate than any	
9	the same for the Fresenius indemnified	9	else. There are, as you might	
10	parties?	10	guess, a whole host of question	
11	MS. HARDING: Object under	11	that lots of people in this room	
12	408. I think we should take a	12	including myself, would want	
13	break. I would like to consult	13	ask concerning the negotiation	
14	with counsel.	14	the Plan and the Plan documen	its as
15	MR. BROWN: Okay.	15	well as questions about prior	
16	THE WITNESS: Does that	16	drafts that weren't filed	
μ7	include me or do you want to just	17	Is it safe to say that you	1.30
18	talk to him?	р8	will object to those questions:	and
19	MS. HARDING: I will talk to	19	instruct the witness not to	
20	Nate.	20	answer?	
21	(There was a break from	21	MR. FINCH. That is con-	ect
22	10:15 a.m. to 10:17 a.m.)	22	MR BROWN: Okay Th	
23	MR. FINCH: Can we read back	23	the caveat that we won't ask the	
24	the pending question?	24	simply because we are not her	
	Page 4	3		Page 45
1	(The reporter read from the	1	waste everyone's time, I am g	
2	record as requested.)	2	to move forward and not ask	in R
3	MR. FINCH: You can answer	3	questions about the negotiation	4.1
4	that question.	4	Can we have an agreemen	
5	THE WITNESS: In general,	5	that ground?	ron,
6	yes, although their involvement	6	MR. FINCH: Sure. We d	
7	was less.	7		
l á	BY MR. BROWN:	8	have an agreement on that po	
	Q. Okay. What was the	0	MR BROWN: And in the that that that is ever reversed or you	
10	involvement of Sealed Air and Fresenius	10		im.
11	in the drafting of the Plan documents?	11	position is not upheld by the court, we would have an	
1		12	opportunity to come back and	aat.
hЭ			and the second section of the second	
12 13	MR. FINCH: Objection,			
13	instruct the witness not to	13	questions about the drafting a	
13 14	instruct the witness not to answer.	13 14	questions about the drafting a well as the negotiations.	
13 14 15	instruct the witness not to answer.  MS. HARDING: Objection.	13 14 15	questions about the drafting a well as the negotiations. MR. FINCH: If Judge	
13 14 15 16	instruct the witness not to answer.  MS. HARDING: Objection.  MR. JACOB COHN: Basis,	13 14 15 16	questions about the drafting a well as the negotiations.  MR. FINCH: If Judge Fitzgerald reverses herself on	
13 14 15 16 17	instruct the witness not to answer.  MS. HARDING: Objection.  MR. JACOB COHN: Basis, please.	13 14 15 16	questions about the drafting a well as the negotiations.  MR. FINCH: If Judge Fitzgerald reverses herself on what she has ruled in various	
13 14 15 16 17 18	instruct the witness not to answer.  MS. HARDING: Objection.  MR. JACOB COHN: Basis, please.  MR. FINCH: Basis is Judge	13 14 15 16 17	questions about the drafting a well as the negotiations.  MR. FINCH: It Judge Fitzgerald reverses herself on what she has ruled in various other cases, you would have t	
13 14 15 16 17 18	instruct the witness not to answer.  MS. HARDING: Objection.  MR. JACOB COHN: Basis, please.  MR. FINCH: Basis is Judge Fitzgerald's ruling that Plan	13 14 15 16 17 18	questions about the drafting a well as the negotiations.  MR. FINCH: If Judge Fitzgerald reverses herself on what she has ruled in various other cases, you would have to opportunity.	hat
13 14 15 16 17 18 19 20	instruct the witness not to answer.  MS. HARDING: Objection.  MR. JACOB COHN: Basis, please.  MR. FINCH: Basis is Judge Fitzgerald's ruling that Plan negotiations and the draft Plan	13 14 15 16 17 18 19 20	questions about the drafting a well as the negotiations.  MR. FINCH: If Judge Fitzgerald reverses herself on what she has ruled in various other cases, you would have topportunity.  MR. BROWN: Or some	hat
13 14 15 16 17 18 19 20 21	instruct the witness not to answer.  MS. HARDING: Objection.  MR. JACOB COHN: Basis, please.  MR. FINCH: Basis is Judge Fitzgerald's ruling that Plan negotiations and the draft Plan Agreement are not relevant to the	13 14 15 16 17 18 19 20 21	questions about the drafting a well as the negotiations.  MR. FINCH: If Judge Fitzgerald reverses herself on what she has ruled in various other cases, you would have to opportunity.  MR. BROWN: Or some court.	hat higher
13 14 15 16 17 18 19 20 21 22	instruct the witness not to answer.  MS. HARDING: Objection. MR. JACOB COHN: Basis, please.  MR. FINCH: Basis is Judge Fitzgerald's ruling that Plan negotiations and the draft Plan Agreement are not relevant to the confirmability of the Plan.	13 14 15 16 17 19 21 22	questions about the drafting a well as the negotiations.  MR. FINCH: If Judge Fitzgerald reverses herself on what she has ruled in various other cases, you would have topportunity.  MR. BROWN: Or some court.  MR. FINCH: Or some hi	hat higher
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## 13 (Pages 46 to 49)

<u></u>			13 (Pages 46 to 49)
	Page 46		Page 48
1	MR. JACOB COHN: I want to	1	knowledge whether they were or
2	be perfectly clear here that you	2	were not.
3	are not relying upon not a ruling	3	BY MR. BROWN:
4	that you don't need to answer	4	Q. To your knowledge, did any
5	questions at these depositions on	5	asbestos insurance entity actually
6	this subject, but your position is	6	participate?
7	that this is a relevance objection	7	MS. HARDING: Same
8	and you are instructing not to	8	objection.
9	answer on the basis of relevance.	9	THE WITNESS: I have no
10	MR FINCH. That's right	10	knowledge that they did.
11	MR. JACOB COHN: And you are	11	BY MR. BROWN:
12	aware of the local Delaware rules	12	Q. Was any asbestos insurance
13	on this subject?)	13	entity consulted concerning any term or
14	MR. FINCH: Yes, I am.	14	provision in the Joint Plan or any Plan
15 16	MR JACOB COHN: I am	15 16	documents?
17	MR. BROWN: Thanks, Jacob. MR. SPEIGHTS: Excuse me.	17	MS. HARDING: Same
18	This is Dan Speights, representing	18	objection. THE WITNESS: In the same
19		19	period?
20	Anderson Memorial Hospital.  Mr. Finch, would you advise	20	MR. BROWN: Correct.
21	us of what rulings you are	21	BY MR. BROWN:
22	referring to?	22	Q. From April 2008 to
23	MR. FINCH: Sure, If you	23	September, when the initial Plan was
24	look at the ACC's objections to	24	filed in September of 2008.
	Page 47	+	Page 49
1 2	the 30(b)(6) notice, Dan —  MR. SPEIGHTS: If it's	1 2	A. I have no knowledge that
3	contained in there, just refer to.	3	anyone was.  Q. Were any asbestos insurance
4	I want to make sure if we want to	4	entities consulted regarding the
5	file a motion, we have the basis	5	assignment or transfer of their policies
6	of your objection.	6	or proceeds under their policies to the
7	MR. FINCH: Yes. The basis	7	Asbestos PI Trust in that time period?
8	of the objection is set forth on	8	MS. HARDING: Same
9	page 2, paragraph number 3, and	9	objection.
10	ACC deposition Exhibit-2 to this	10	THE WITNESS: I have no
11	deposition.	11	knowledge that they were or were
12	MR. SPEIGHTS: Thank you,	12	not.
13	Mr. Finch.	13	BY MR. BROWN:
14	BY MR. BROWN:	14	Q. Did any consent?
15	Q. Okay. Mr. Lockwood, in the	15	A. I have no knowledge
16	period between the Term Sheet and the	16	MS. HARDING: Same
17	filing of the initial Plan in September,	17	objection.
18	was any asbestos insurance entity invited	18	THE WITNESS: that anyone
19	to participate in the negotiation of the	19	did, in fact, consent.
20	Plan documents or the drafting of the	20	BY MR. BROWN:
21	Plan documents?	21	Q. Okay. Now, I want to focus
22	MS. HARDING: Same	22	your attention now on the period after
23	objection.	23	the initial Plan was filed.
24	THE WITNESS: I have no	24	In that period, after the

25 (Pages 94 to 97)

addition or on an ad hoc basis, it was done. But in either event, I don't contested by anybody and, therefore, been the subject of a judicial opinion that it was or wasn't okay.  Q. Let's look back at the definition, and I want to focus your attention on the language that appears after the italicized phrase, "provided however."  MR. FINCH: This is definition 200?  MR. FINCH: This is definition 200?  MR. BROWN: Yes.  THE WITNESS: After the italicized, "provided however," yes.  Peage 95  Was or wasn't okay.  The witness of the subject of a judicial opinion that it work.  MR. FINCH: Same objection form.  MR. FINCH: Same ob				25 (Pages 94 to 97)
done. But in either event, I don't recall that process ever having been contested by anybody and, therefore, been the subject of a judicial opinion that it was or wasn't okay.  Q. Let's look back at the definition, and I want to focus your attention on the language that appears after the italicized phrase, "provided however."  MR. FINCH: This is definition 200?  MR. BROWN: Yes. THE WITNESS: After the italicized, "provided however," yes. THE WITNESS: After the finitionized, "provided however," yes. THE WITNESS: After the tidicized, "provided however," yes. The BY MR. BROWN: The BROWN: That hanguage. That hanguage hat the world hand that so on, which hasbesto in surrance Settlement Agreement you are talking about. That hanguage hat the moment a separate That have have the hanguage hat have have the hand has had have had have had had have had		Page 94		Page 96
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contested by anybody and, therefore, been the subject of a judicial opinion that it was or wasn't okay.  7. Q. Let's look back at the definition, and I want to focus your attention on the language that appears after the italicized phrase, "provided however."  11. MR. FINCH: This is a definition 200?  12. MR. BROWN: Yes. 13. definition 200? 14. MR. BROWN: Yes. 15. THE WITNESS: After the italicized, "provided however," 16. italicized, "provided however," 17. yes. 18. BY MR. BROWN: 19. Q. That language. 19. Q. That language. 19. Q. There is a reference there or "the Asbestos Insurance Settlement Agreement is approved by the Court" 24. Q. When is it anticipated that such approval will be sought? 25. Q. When is it anticipated that such approval will be sought? 26. A. Yes. 27. Q. When is it anticipated that such approval will be sought? 28. A. Well, it sort of depends on which Asbestos Insurance Settlement Agreement you are talking about. 29. A. Well, it sort of depends on which Asbestos Insurance Settlement Agreement you are talking about. 29. Q. When is it anticipated that such approval will be sought? 29. A. Well, it sort of depends on which Asbestos Insurance Settlement Agreement sa paraeady listed on agreements are already listed on a procedure for submitting those agreements for approval. 29. And if nobody — I mean, if somebody objected, I guess you might wind up with some kind of separate proceeding. 29. Would be rolled into the confirmation process. 20. Okay. Let me focus your attention now on the "further provided", and the solid into the confirmation process. 20. Okay. Let me focus your attention now on the "further provided", and the foliation in the time approval procedure for submitting those agreements for approval. 21. G. When is it anticipated that up with some kind of separate proceeding. 22. G. Okay. Let me focus your attention now on the "further provided", and if	2		2	-
contested by anybody and, therefore, been the subject of a judicial opinion that it was or wasn't okay.  Q. Let's look back at the definition, and I want to focus your attention on the language that appears after the italicized phrase, "provided however,"  MR. FINCH: This is definition 200?  MR. FINCH: This is definition 200?  MR. PROWN: Yes.  THE WITNESS: After the italicized, "provided however,"  BY MR. BROWN:  Q. That language.  Q. That language.  Q. That language.  Q. That sapproved by the Court"  Agreement is approved by the Court"  Do you see that?  Page 95  A. Yes.  Q. When is it anticipated that such approval will be sought?  A. Well, it sort of depends on which Asbestos Insurance Settlement Agreement you are talking about.  A. My anticipation is that the confirmation process itself, since those agreements are already listed on Exhibit-5, would constitute the approval process.  And if nobody I mean, if somebody objected, I guess you might wind up with some kind of separate proceeding. But at the moment, at least, my view, it would be rolled into the confirmation process.  Q. Okay. Let me focus your attention on the language that appears after the italicized phrase, "provided form.  Hard MR. FINCH: Same objection. THE WITNESS The same way afficient in the cope of the protection form.  MR. FINCH: Same objection. THE WITNESS The same way afficient in the cope of the protection form.  MR. FINCH: Same objection. THE WITNESS The same way afficient in the cope of the protection form.  MR. FINCH: Same objection. THE WITNESS The same way afficient in the cope of the protection form.  MR. FINCH: Same objection. THE WITNESS The same way afficient in the cope of the protection form.  MR. FINCH: Same objection. THE WITNESS The same way afficient in the cope of the protection form.  MR. FINCH: Same objection. THE WITNESS The same way afficient in the cope of the protection form.  MR. FINCH: Same objection. THE WITNESS The same way afficient in the copie in the protection form.  MR. FINCH: Same objection. THE	3		3	O2 My question with respect to
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6 was or wasn't okay. 7 Q. Let's look back at the 8 definition, and I want to focus your 9 attention on the language that appears 10 after the italicized phrase, "provided 11 however." 12 MR. FINCH: This is 12 definition 2007 13 definition 2007 14 MR. BROWN: Yes. 15 THE WITNESS: After the 16 ialicized, "provided however," 17 yes. 18 BY MR. BROWN: 19 Q. That language. 19 Q. That language. 19 The is a reference there 20 A. Yes. 20 Q. There is a reference there 21 to "the Asbestos Insurance Settlement 22 Agreement is approved by the Court" 23 Such approval will be sought? 24 A. Well, it sort of depends on which Asbestos Insurance Settlement 25 Agreement you are talking about. 26 Q. Pre-petition. 27 Q. Pre-petition. 28 A. My anticipation is that the confirmation process itself, since those agreements are already listed on process. 29 Q. Okay. Let me focus your 20 attention now on the "further provided," 20 Q. Okay. Let me focus your 21 attention now on the "further provided," 23 attention on won the "further provided," 24 attention now on the "further provided," 25 attention now on the "further provided," 26 Q. Okay. Let me focus your 27 attention now on the "further provided," 28 attention now on the "further provided," 29 attention now on the "further provided," 20 Q. Okay. Let me focus your 21 attention now on the "further provided," 22 after the italicized provided however," 24	1		I	
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attention on the language that appears after the italicized phrase, "provided 10 however."  MR. FINCH: This is 12 however."  MR. BROWN: Yes. 14 try and figure that out 15 however."  MR. BROWN: Yes. 14 try and figure that out 15 however."  MR. BROWN: Yes. 15 trace with the provided however, " 16 italicized, "provided however," 16 italicized, "provided however," 16 yes. 17 yes. 17 yes. 17 law order that the moment, at least, my view, it would be rolled into the confirmation process. 1 don't know that we contemplate at the moment a separate proceeding. 19 process. 1 don't know that we would be rolled into the confirmation process. 20 process. 21 don't know that we would be rolled into the confirmation process. 22 process. 23 attention now on the "further provided," 23 attention now on the "further provided," 23 attention now on the "further provided," 23 different asbestos-protected parties. 23 different asbestos-protected parties. 24 parties are already listed on 10 process. 25	8		8	
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14 MR. BROWN: Yes. 15 THE WITNESS: After the 16 italicized, "provided however," 16 yes. 17 yes. 18 BY MR. BROWN: 19 Q. That language. 20 A. Yes. 21 Q. There is a reference there 21 to "the Asbestos Insurance Settlement 22 Agreement is approved by the Court" 23 yes and proval will be sought? 24 A. Well, it sort of depends on which Asbestos Insurance Settlement 25 Agreement you are talking about. 26 Agreement you are talking about. 27 Q. Pre-petition. 28 A. My anticipation is that the 29 confirmation process itself, since those agreements are already listed on 10 Exhibit-5, would constitute the approval process. I don't know that we 12 process. I don't know that we 12 procedure for submitting those agreements are already listed on 10 Exhibit-5, would constitute the approval 16 And if nobody I mean, if somebody objected, I guess you might wind up with some kind of separate proceeding. 29 But at the moment, at least, my view, it would be rolled into the confirmation process. 20 Q. Okay. Let me focus your 22 attention now on the "further provided," 23 different asbestos-protected parties	1			
15 THE WITNESS: After the italicized, "provided however,"   16   16   italicized, "provided however,"   17   18   BY MR. BROWN:   18   understatement. Combustion   19   Q. That language.   19   clear that you can get the   21   to "the Asbestos Insurance Settlement   22   to "the Asbestos Insurance Settlement   24   Do you see that?   24   Do you see that?   24   Do you see that?   25   A. Yes.   26   Claim that nebody is fighting you   26   statute.   27   So if you've got a type of   Claim that nebody is fighting you   27   about in a confirmation process   10   Exhibit-5, would constitute the approval process. I don't know that we   12   procedure for submitting those agreements   16   And if nobody — I mean, if   17   somebody objected, I guess you might wind   18   up with some kind of separate proceeding.   19   But at the moment, at least, my view, it   19   would be rolled into the confirmation process.   20   Claim that nebody is fighting you   21   So if you've got a type of   Claim that nebody is fighting you   22   about in a confirmation process   3   over whether it is or and   3   over whether it is or and   4   over whether it is or and   5   over				
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20 A. Yes. 21 Q. There is a reference there 22 to "the Asbestos Insurance Settlement 23 Agreement is approved by the Court" 24 Do you see that?  25 Page 95  1 A. Yes. 2 Q. When is it anticipated that 2 such approval will be sought? 3 which Asbestos Insurance Settlement 3 which Asbestos Insurance Settlement 4 A. Well, it sort of depends on 5 which Asbestos Insurance Settlement 6 Agreement you are talking about. 7 Q. Pre-petition. 8 A. My anticipation is that the 2 confirmation process itself, since those 3 agreements are already listed on 11 Exhibit-5, would constitute the approval 12 process. I don't know that we 13 contemplate at the moment a separate 14 procedure for submitting those agreements 15 for approval.  And if nobody I mean, if 16 somebody objected, I guess you might wind 17 up with some kind of separate proceeding. 18 But at the moment, at least, my view, it 20 would be rolled into the confirmation 21 process. 22 Q. Okay. Let me focus your 23 attention now on the "further provided," 24 statute, but you can get the 5 statute,  Statute, but you cant get the 5 protection provided by the 5 statute,  Statute, but you cant get the 5 statute, but you cant get the 5 statute,  Statute, but you cant get the 5 statute,  Statute, but you cant get the 5 statute,  So if you've got a type of 6 claim that nobody is fighting you 4 about in a confirmation process 6 over whether it is or isn'd				
Q. There is a reference there to "the Asbestos Insurance Settlement 22 statute, but you can't protect anything that's not covered by the Statute.  Page 95  A. Yes.  Q. When is it anticipated that such approval will be sought?  A. Well, it sort of depends on which Asbestos Insurance Settlement Agreement you are talking about.  A. My anticipation is that the confirmation process itself, since those agreements are already listed on Exhibit-5, would constitute the approval process. I don't know that we procedure for submitting those agreements for approval.  And if nobody I mean, if somebody objected, I guess you might wind up with some kind of separate proceeding. But at the moment, at least, my view, it would be rolled into the confirmation process.  Q. Okay. Let me focus your attention now on the "further provided","  Page 95  (So if you've got a type of claim that nobody is fighting you about in a confirmation process over whether it is or isn'l covered, then you have to make your own judgment as to whether or not some claim that might be brought against any asbestos-protected party might be covered.  You own judgment as to whether or not some claim that might be brought against any asbestos-protected party might be covered.  You don't put in a Plan or a Disclosure Statement a multipage liting of hypothetical causes of action that you think might of might not be brought by somebody at some time, somewhere and then some time, somewhere and then some time, somewhere and then some time. BY MR. BROWN:  Q. Okay. Let me focus your attention now on the "further provided,"  21				
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Page 95  A. Yes.  Q. When is it anticipated that such approval will be sought?  A. Well, it sort of depends on which Asbestos Insurance Settlement Agreement you are talking about.  A. My anticipation is that the confirmation process itself, since those agreements are already listed on Exhibit-5, would constitute the approval process. I don't know that we contemplate at the moment a separate procedure for submitting those agreements for approval.  And if nobody I mean, if somebody objected, I guess you might wind up with some kind of separate proceeding. But at the moment, at least, my view, it would be rolled into the confirmation process.  Q. Okay. Let me focus your attention now on the "further provided,"  24 Statute.  Page 97  So if you've got a type of claim that nobody is fighting you about in a confirmation process  over whether it is or isn't) covered, then you have to make your own judgment as to whether of not some claim that might be brought against any asbestos-protected party might be covered.  You don't put in a Plan or a Disclosure Statement a multipage library of hypothetical causes of action that you think might of inghl not be brought by somebody at some time, somewhere, and then say, in my opinion, these fall on the good side of the line and these fall on the bad side of the time.  By MR. BROWN:  Q. Okay. There are a number of different asbestos-protected parties				
Page 95  A. Yes.  Q. When is it anticipated that such approval will be sought?  A. Well, it sort of depends on which Asbestos Insurance Settlement Agreement you are talking about.  A. My anticipation is that the confirmation process itself, since those agreements are already listed on Exhibit-5, would constitute the approval process. I don't know that we contemplate at the moment a separate procedure for submitting those agreements for approval.  And if nobody I mean, if somebody objected, I guess you might wind up with some kind of separate proceeding. But at the moment, at least, my view, it would be rolled into the confirmation process.  Q. Okay. Let me focus your attention now on the "further provided,"  1 So if you've got'a type of) claim that nobody is fighting you about in a confirmation process (claim that nobody is fighting you about in a confirmation process (covered, then you have to make your own judgment as to whether or not some claim that might be trought against any) setsets-protected party might be covered.  You don't put in a Plan or a Disclosure Statement a multipage liting of hypothetical causes of imphi not be brought by somebody at some time; somewhere, and then say, in my opinion, these fall on the good side of the line and these fall on the bad side of the line Q. Okay. Let me focus your attention now on the "further provided,"			,	
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<ul> <li>would be rolled into the confirmation</li> <li>process.</li> <li>Q. Okay. Let me focus your</li> <li>attention now on the "further provided,"</li> <li>different asbestos-protected parties</li> </ul>				
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Q. Okay. Let me focus your 22 Q. Okay. There are a number of attention now on the "further provided," 23 different asbestos-protected parties		•	20	
23 attention now on the "further provided," 23 different asbestos-protected parties		process.		
23 attention now on the "further provided," 23 different asbestos-protected parties				Q. Okay. There are a number of
the language that appears after "further 24 under this Plan.			23	different asbestos-protected parties
	24	the language that appears after "further	24	under this Plan.

30 (Pages 114 to 117)

			30 (Pages 114 to 117)
	Page 114		Page 116
1	agreements, under the TDP, will satisfy	1	liens or encumbrances or whatever.
2	the obligations of the Debtors to those	2	The exception is put in
3	insurers, such that they will have to	3	frankly because in other cases, I
4	perform under those agreements.	4	think Federal-Mogul, some insurers
5	The asbestos the insurers	5	or maybe it was Kaiser I
6	holding such agreements have indicated	6	don't know some insurers took
7	that they disagree with that legal	7	the position that this kind of a
8	principle, or proposition. There will be	8	clause might be read to override
9	in Phase 2 of the confirmation	9	the asbestos insurance coverage
10	proceedings evidence taken as to the	10	defense carve-out. And so for
<b>h</b> 1	extent to which the substitution for the	11	avoidance of doubt, we threw in
12	Trust and the TDP process for Grace is	12	the exception.
р3	sufficiently materially different and	13	BY MR. BROWN:
14	adverse to, what I will call, the	14	Q. Okay. You are familiar, are
15	reimbursement insurers that it is not	15	you not, with various claims that have
16	legally permissible for the court to say	16	been asserted or threatened by Scotts.
17	that under bankruptcy preemption	17	Kaneb, BNSF, and Libby with respect to
18	principles, those insurers have to	18	asbestos insurance policies, aren't you?
19	perform under those agreements.	19	A. Yes.
20	That's clearly going to be a	20	Q. Are whatever claims they
21	confirmation issue, and we have conceded	21	have, if any, through any of the
22	under other circumstances that that is	22	insurance asbestos policies, are they
23	something that we don't contend the	23	being extinguished by virtue of this
24	Insured's neutrality provision applies	24	sentence?
	Page 115		Page 117
1	to.	1	MS. HARDING: Object to
2	Q. Can I turn you now to	2	form.
3	Section 7.22, subsection (d), Romanette	3	THE WITNESS: My
4	(ii).	4	understanding of the Plan, and I
5	A. I see it.	5	have to confess that I have that I
6	Q. The last sentence of that	6	am not sure I thought about that
7	section says, "Asbestos Insurance Rights	7	question before, is that those
8	shall be so vested free and clear of all	8	types of claims are being
9	Encumbrances, liens, security interests,	9	channelled to the Trust to the
10	and other Claims or causes of action,	10	extent that there are Grace
11	except that all Asbestos Insurance	11	indemnities of insurers with
12	Coverage Defenses is preserved."	12	respect to such claims.
13	What does that mean?	13	I think there is a TDP
14	MS. HARDING: Object to	14	provision - again, it's 5.12 or
15	form.	15	5.13 - that is, in essence, an
16	THE WITNESS: Well, it	16	acknowledgment that those types of
17	basically means that if somebody	17	claims are treated as indirect PI
р8	thinks that they have got a lien	18	Trust claims.
19	on asbestos insurance rights that	19	And so I would have to say
20	are purporting to be transferred	20	that I don't believe that this
			**************************************
21	to the Trust, they better show up	21	provision is intended by some sort
22	to the Trust, they better show up and complain about it because the	22	provision is intended by some sort
22 23			
22	and complain about it because the	22	of self-operative effect to

## 31 (Pages 118 to 121)

				31 (Pages 118 to 121)
	Page	118		Page 120
1	provision, essentially that we are		1	Asbestos PI Trust claim against the
2	going to transfer the assets to		2	Trust, the Trust could assert Grace's
3	the Trust and if you got a claim		3 -	contribution rights as a counterclaim to
4	or an interest in the assets, then		4	that. That's two categories of things
5	you can litigate that claim		5	that this is intended to include.
6	against the Trust		6	Q. Okay. Let's go to page 64,
7	But we are going, I guess,		7	7.2.6, Creation and Termination of the
8	have potential confirmation		8	Asbestos PI TAC.
9	objections about whether there are		9	A. Correct.
10	any such claims. I mean, the mere		10	Q. It says, "On or before the
11	assertion of a claim doesn't mean		11	Confirmation Date, the initial members of
12	that it's valid		12	the Asbestos PI TAC shall be selected by
13	BY MR. BROWN:		13	the Asbestos PI Committee."
14	Q. Okay. If I can direct your		14	That has already occurred,
15	attention down to 7.2.4, which is		15	correct?
16	entitled Assignment and Enforcement of		16	A. Correct. They are
17	Asbestos PI Trust Causes of Action.		17	identified in the Asbestos PI Trust
18	A. Yes.		18	Agreement.
19	Q. I must confess, I am a bit		19	Q. Okay. How many actual
20	baffled by this one, so I need some help		20	committee members are there on the
21	with it.		21	Asbestos PI Committee?
22	How do Asbestos PI Trust		22	A. I don't remember. But we
23	causes of action differ from asbestos		23	have the Disclosure Statement here. I
24	insurance rights?		24	could pretty quickly find out by just
·	Page	119		Page 121
1	A. Well, I have to go back and		1	looking at it where they are identified.
2	look at the definitions to answer that		2	- · · · · · · · · · · · · · · · · · · ·
3			3	Q. Okay. A. It's certainly more than the
4	question. Well, I think asbestos PI		4	four that are going to be on the TAC.
5	Trust causes of action does include		5	Q. Okay. Is it fair to say
6	asbestos insurance rights.		6	that the actual committee members who are
7	Q. What else does it include?		7	asbestos claimants act through their tort
8	A. Well, if you look at the		8	counsel in connection with their
9	definition, it includes defenses such		9	obligations as committee members?
10	that, for example, if a claimant says, I		10	A. As a general proposition,
11	have a valid claim against Grace that's		11	that's true. In any given committee on
12	channelled to the Trust and the Trust		12	any given issue, an individual member
13	disagrees with it, the Trust retains all		13	might choose to show up and act on their
14	the defenses to that claim that Grace		14	own behalf, and there have been some
15	would have had. That's clause A under		15	examples in the past where that has
16	definition 47.		16	occurred.
17	Q. Okay.		17	But, as a general
18	A. Clause B is, for example,		18	proposition, the committee members are
19	contribution rights, et cetera. So, for		19	blue-collar folks of limited legal
20	example, if the Trust has if Grace has		20	knowledge, and they delegate to their
21	contribution rights that it has not		21	personal injury lawyers their sort of
22	asserted and that which are still valid		22	activities acting for them as an agent on
23	against a codefendant in a tort system		23	these committees.
24	and the codefendant brings in indirect		24	Q. Okay. You are counsel to
<u> </u>	The are accountant of the an in the most			Zi Onaji roa are counser to

34 (Pages 130 to 133)

			34 (Pages 130 to 13	
	Page 130		drawi Bardani in 16 miles in Page 1	132
1	form.	1	because we think they are nice folks.	
2	THE WITNESS:	2	(O) (I didn't think so.)	
3	Hypothetically, probably yes. It	3	A) Settled asbestos insurers.	
4	would be more difficult, but,	4	by definition, are insurers that have	
5	hypothetically, yes. You could	5	indemnity rights against Grace.	
5 6	have we have had some plans	6	Q) They have also paid a lot of	
7	that had coverage in place	7	money?	
8	agreements with insurers, for	8	A) And they paid a lot of money	ľ
9	example, that we felt satisfied	9	in the past. But the past money - money	
10	524(g). But you have to get the	10	is fungible. The past money went into	
11	insurers' agreement to have a	11	Grace's coffers, went out or didn't go	
12	coverage in place agreement.	12	out, et cetera. But they are not being	
13	BY MR. BROWN:	13	asked for any new money.	1
14	Q. Okay. Let's go now to	14	But Grace has an economic	1
15	condition (r) - I am sorry. Condition	15	interest in not having asbestos PI claims	1
16	(s).	16	(brought against those insurers that could)	
17	A. Yes.	17	then trigger an indemnity obligation of)	
18	Q. Now, for purposes of my	18	Grace to the insurer against which that	
19	question, I want you to assume that when	19	asbestos PI claim was asserted. They	
20	I use the term "settled asbestos	20	have an economic interest in preventing	- 1
21	insurance companies," I want you to	21	that	
22	assume that those that are pre-petition.	22	So the deal is channel any	1
23	A. Okay.	23 24	such claim that might give rise to the	1
24	Q. And my question is a very	+	asbestos indemnity claim to the Trust	
	Page 131		Page	133
1	general one, because I have heard	1	and in exchange for that, part of what	
2	different views, and that is, what	2.	Grace is paying you is to get rid of	
-3	benefits are being provided by or on	3	asbestos PI claims which include indirect	
4	behalf of settled asbestos insurance	4	asbestos PI claims for indemnity or	
5	companies listed on Exhibit-5?	5	direct asbestos PI claims for indemnity.	
6	A. It is the position of the	6	Q. Okay.	
7	ACC that Grace is paying close to	7	A. And that's the basis.	1
8	\$3 billion of value to the Trust on	8	Q. I think you said at the very	}
9	behalf of not only itself but a variety	9	beginning of either the last question or	
10	of other protected parties, including	10	the one before that Grace was	1
11 12	Non-Debtor affiliates and, in this	11	contributing 3 million?	1
13	particular case, settled asbestos	13	A. Billion.	1
14	insurers.  And it is doing so on behalf	14	Q. That's what I thought. Okay. I just wanted to make sure I had	
15	of settled asbestos insurers because	15	the number correct.	
16	those insurers have indemnity claims	16	A. I mean, that's our view of	1
17	against Grace, which are being, if they	17	the approximate amount of what they were	
18	hypothetically could ever occur, are	18	contributing at the time we made the	
19	being channelled to the Trust as a means	19	deal, I guess would be a better way to	
20	of protecting Grace against such — well,	20		]
21	let me back up.	21	might value it differently.	İ
22	The purpose of putting	22	Some of things that were	
23	settled asbestos insurers in here is not	23	worth more at the time the deal was made	
24	to provide a gratuitous asbestos insurers	24	are worth less today but hopefully will	1
		تت	Control of the c	

93 (Pages 366 to 369)

Page 366 Page 368 1 A. Well, the answer to that is, isn't bound by the settlement agreement 2 first, normally the punitive or potential 2 is a matter, again, of federal or state 3 indirect claimant, as a defendant in the 3 applicable non-bankruptcy law. state court action, would have the right 4 Q. But as you interpret the TDP 5 to get discovery from the plaintiff. And 5 then, there is not an outright 6 that discovery in many jurisdictions, if 6 prohibition from a Payne in discovery 7 not most, would include discovery of the 7 against the Trust? 8 plaintiff as to whether that plaintiff 8 A. No. 9 had filed claims with any Trust, 9 O. Okav. 10 including the prospective Grace Trust. MS. COBB: Well, those are 10 If the state court, for some 11 11 my questions, and I reserve the 12 reason or another, said that that 12 right to ask follow-up questions, 13 13 discovery against the plaintiff would not depending upon the progression of be permitted, it seems unlikely that 14 the questioning by the insurers. 15 discovery of the same information from a 15 But I will pass the witness to 16 Trust would be permitted because the 16 Mr. Cohn. 17 hypothesis -- by hypothesis, the state 17 MR. DANIEL COHN: Thank you. 18 law doesn't regard it as relevant. So 18 MS. COBB: And thank you for 19 under normal circumstances, it's hard to 19 your courtesy, Dan. 20 imagine why an indirect claimant would 20 MR. DANIEL COHN: You are ever need discovery from a Trust. 21 very welcome. 22 That stated, there are 22 23 provisions in Section 6.5 that allow 23 **EXAMINATION** 24 indirect claimants or anybody else to try 24 Page 367 Page 369 and get a subpoena from a court, either 1 1 BY MR. DANIEL COHN: 2 the Bankruptcy Court or the Delaware 2 O. Allright Mr. Lockwood. 3 Court or the United States Court for the 3 you are the representative of the 4 District of Delaware, for such records. Asbestos PI Committee who is most 4 5 And whichever court that subpoena is 5 knowledgeable on the topics as to which 6 sought to be issued from will decide 6 the Libby claimants have designated a 7 whether or not the prospective indirect 7 Rule 30(b)(6) deposition? 8 claimant, because you won't be an 8 A. Most knowledgeable about the 9 indirect claimant until you lose the suit 9 full range of the topics. There might be 10 with the plaintiff - whether that 10 individual topics that I might defer, as 11 prospective indirect claimant will or 11 I have in a few questions earlier, for 12 will not be given access to that 12 example, to my partner, Mr. Inselbuch, 13 information by the Trust. But the first 13 whose deposition is scheduled, but yes. 14 line of attack is getting it from the 14 Q And if I may, I want to 15 plaintiff. 15 start off with a couple of matters of 116 16 And I might add, other than terminology. When I use the term "Libby 17 the recitation that the submission and 17 claimants," I am referring to the clients 18 the proof of claim is part of settlement 18 of my firm who are people who allege that 19 discussions, which is simply a view like 19 they have suffered personal injury from 20 any defendant and a plaintiff might say 20 exposure to asbestos of Grace in Lincoln 21 we agree that our settlement discussions 21 County, Montana. 22 and our settlement agreement is 22 Okay. 23 confidential, whether or not that makes 23 Q. And the other terminological 24 it non discoverable to a third party that 24 matter I want to get straight is that,